

WHEN RECORDED MAIL TO:

Dept. of Resource Management  
County Administration Center  
675 Texas, Street, Suite 5500  
Fairfield, CA 94533

A.P.N.: 0180-040-040; 0180-040-050

## **LAND CONSERVATION CONTRACT NO. 1383**

### **RESCISSION AND REENTRY INTO 10-YEAR LAND CONSERVATION CONTRACT**

This contract is entered into by and between SOLANO LAND TRUST, A CALIFORNIA NONPROFIT ORGANIZATION ("Owner") and the COUNTY OF SOLANO, a political subdivision of the State of California ("County").

#### **RECITALS**

**A.** This contract is made pursuant to and subject to the California Land Conservation Act of 1965, also known as the Williamson Act (Chapter 7, Part 1, Division 1, Title 5, California Government Code, commencing with section 51200), the Solano County Uniform Rules and Procedures Governing Agricultural Preserves and Land Conservation Contracts ("Solano County Uniform Rules"), Revenue and Taxation Code sections 421-430.5 (the "Williamson Act Tax Valuation Provisions"), the Solano County Zoning Ordinance ("Zoning Ordinances"), and the Solano County Subdivision Ordinance, as each may be amended from time to time (all of the above collectively referred to as the "Land Conservation Contract Regulations"). Owner has been provided access to all Land Conservation Contract Regulations for review prior to entering into this contract.

**B.** Owner owns real property consisting of approximately 875.00 acres (the "Existing Property") in the unincorporated area of Solano County which is presently subject to Land Conservation Contract No. 1292 between Owner and the County (the "Existing Contract").

**C.** Owner desires to adjust the boundaries of the Existing Property through Lot Line Adjustment LLA-23-01 & CC-23-01. Although this Lot Line Adjustment will not alter the outer perimeter of land subject to land conservation contract, it does involve a legal parcel under more than one land conservation contract. A general depiction of the Existing Property and Existing Contract boundaries is shown in Exhibit C, attached herewith. Therefore, pursuant to Solano

County Uniform Rules Section VI(B), Owner desires to rescind the Existing Contract and simultaneously reenter into this new Land Conservation Contract (the "Reentered Contract") and Land Conservation Contract No. 1390 recorded concurrently herewith.

**D.** The real property subject to this Reentered Contract is legally described in Exhibit A, attached herewith and consists of the following (together, the "Property"):

1. That portion of the Existing Property that is approximately 792 acres; and
2. An additional 7.45 acres, for which Owner will acquire ownership pursuant to LLA-23-01.

A plat map of the Property is shown in Exhibit B; however, the legal description of the Property in Exhibit A is controlling. The remaining portion of the Existing Property that is approximately 84.00 acres will be subject to a separate Land Conservation Contract No. 1390 that is recorded concurrently herewith and will not be subject to this Reentered Contract.

**E.** The Property qualifies for entry into a contract pursuant to the Land Conservation Contract Regulations. The Property is devoted to agricultural uses and uses compatible with agriculture as required by the Land Conservation Contract Regulations and is located within the boundaries of an Agricultural Preserve established by the County.

**F.** Both Owner and the County desire to limit the use of the Property to agricultural and compatible uses in order to preserve its agricultural use, recognizing that the Property has a definite value as open space and that the preservation of such land for commercial agricultural production constitutes an important physical, social, aesthetic, and economic asset to the County and is necessary to maintain the agricultural economy of County and the State of California.

#### **TERMS**

**1. EFFECTIVE DATE AND TERM OF CONTRACT.** This Reentered Contract shall not become effective until January 1 of the calendar year following: (1) the Owner's satisfaction of all of the County's conditions to approval of the Reentered Contract; (2) execution of the Reentered Contract by all of the Owners and the County; and (3) the recordation of the Reentered Contract in the Office of the Solano County Recorder. The Reentered Contract shall be for a period of ten (10) years and shall automatically self-renew each year on the anniversary of its effective date (the "Renewal Date") for a period of one year with no action required by either party unless a Notice of Non-Renewal is given as provided in Government Code section 51245 and the Solano County Uniform Rules, or the Reentered Contract is otherwise terminated. This Reentered Contract may only be terminated as provided in paragraph 9 below. When this Reentered Contract becomes effective, the Existing Contract shall be automatically rescinded.

**2. USE OF PROPERTY.** During the term of this Reentered Contract: (1) the Property shall be used only for agricultural or compatible uses as defined in the Williamson Act and the

Solano County Uniform Rules, with all other uses excluded; and (2) the agricultural utilization requirements and standards for agricultural operations established by Land Conservation Contract Regulations must be maintained at all times. Notwithstanding, if the County subsequently eliminates a permissible use of the Property that was allowed on the effective date of the Reentered Contract and the eliminated use existed on the Property on the date it was eliminated, then the use will continue to be permissible on the Property unless the Owner consents in writing to the elimination of the use.

**3. CONTRACT RUNS WITH THE LAND.** This Reentered Contract shall run with the land, which is defined herein as the Property, and shall be binding upon, and inure to the benefit of, all successors of interest to the Property including but not limited to heirs, tenants, lessees, representatives, and assignees of the parties. In the event the Property or any portion of it is annexed to a city, said city may assume and exercise the duties, rights, and responsibilities of the County, in the same manner as though a separate contract with the same terms and conditions herein was in effect thereon. The County will retain all the same rights, duties, and responsibilities as herein provided on the land remaining within County jurisdiction.

**4. SPECIAL PROPERTY TAX TREATMENT.** This Reentered Contract shall constitute an enforceable restriction pursuant to section 8 of article XIII of the California Constitution and the Williamson Act Tax Valuation Provisions. During the term of this Reentered Contract, the Property shall be taxed pursuant to the Williamson Act Tax Valuation Provisions and any other applicable laws. Owner acknowledges that the Williamson Act Tax Valuation Provisions prescribe the assessment methodology used by the Solano County Assessor ("Assessor") and that the Property may be assessed differently than it was assessed prior to entering into this Reentered Contract. Owner further acknowledges that any representations or statements relating to the property tax consequences of entering into the Reentered Contract made by County employees or representatives, including Assessor staff, prior to the actual assessment of the Property by the Assessor under the Land Conservation Contract Regulations, are merely informational and shall not be binding on the County.

**5. OWNER TO PROVIDE ASSESSOR COMPLETED ANNUAL AGRICULTURAL QUESTIONNAIRE.** Every year and as requested by the Assessor, Owner must fully complete and submit to the Assessor an Annual Agricultural Preserve Questionnaire provided by Assessor.

**6. OWNER TO PROVIDE REQUESTED INFORMATION.** The Owner shall provide to the County any information or documents that the County requests pertaining to the Owner's obligations under this Reentered Contract and the Land Conservation Contract Regulations, including but not limited to an agricultural land use sketch or other acceptable summary, as may be requested periodically or whenever material changes in land use occur.

**7. ENFORCEABILITY OF CONTRACT.** The Owner and the County may pursue whatever legal and equitable remedies are available to them to enforce the terms of this

Reentered Contract, including but not limited to compelling compliance or restraining a breach. Any conveyance, contract, or authorization by the Owner or a successor in interest which would permit use of the Property contrary to the terms of this Reentered Contract or the Solano County Uniform Rules may be declared void by the County Board of Supervisors; such declaration or the provisions of this contract may be enforced by the County by an action filed in the Superior Court for the purpose of compelling compliance or restraining a breach thereof.

**8. MATERIAL BREACH - UNAUTHORIZED STRUCTURES.** The construction of a structure as described in Government Code section 51250 ("Section 51250"), subdivision (b), shall constitute a material breach of this Reentered Contract and the procedures and remedies provided in Section 51250 shall apply. Those remedies include but are not limited to monetary penalties, imposition of a lien and termination of the Reentered Contract on the portion of the Property made incompatible by the material breach. The California Department of Conservation may carry out the responsibilities of the County if the criteria contained in Section 51250, subdivision (r), are met.

**9. TERMINATION OF CONTRACT.** This Reentered Contract may only be terminated as provided herein or as authorized by law.

A. Rescission/Reentry. Should a change in this Reentered Contract or in the Property (e.g., by subdivision, adding non-contracted land, exchanging contracted land) be authorized by the Land Conservation Act Regulations and other applicable laws, this Reentered Contract may be rescinded if: (1) all parties consent; and (2) a new land conservation contract is simultaneously entered into in accordance with the Land Conservation Contract Regulations. The initial term of the new contract must be at least as long as the unexpired term of the contract being rescinded but not less than ten (10) years.

B. Notice of Non-Renewal. Pursuant to Government Code section 51245, either the Owner or the County may serve upon the other party a Notice of Non-Renewal in accordance the requirements, procedures, and time frames established in the Williamson Act and the Solano County Uniform Rules. Once a Notice of Non-Renewal is recorded, this contract shall no longer self-renew and shall remain in effect for the balance of the period remaining since its previous Renewal Date.

C. Cancellation. This Reentered Contract may be cancelled as provided by and in accordance with the Williamson Act, primarily Government Code section 51280 et seq., and the Solano County Uniform Rules. If the Owner desires to cancel this Reentered Contract, he/she/it must petition the Solano County Board of Supervisors ("Board") to cancel (terminate) the contract. The Board may cancel this contract in its entirety or may cancel the contract as to a portion of the Property, as determined to be appropriate to the circumstances by the Board. Compliance with all procedures and substantive requirements provided by state law and the Solano County Uniform Rules is a prerequisite to cancellation. The Board may only approve



cancellation if the findings required by the Williamson Act can be and have been made after a public hearing.

As a condition to cancellation of this Reentered Contract in its entirety or as to any portion of the Property, Owner must pay a cancellation fee as prescribed by state law in effect at the time of cancellation. This Reentered Contract shall not be cancelled as to all or any portion of the Property until Owner has paid the cancellation fee in full.

Cancellation or termination of the Reentered Contract may be also authorized by state law under provisions other than those mentioned herein. If so, those provisions of state law apply where applicable. Upon termination of this Reentered Contract, the County shall record the appropriate documents in the Office of the Solano County Recorder.

**10. SUBDIVISION OF PROPERTY.** The Property may only be subdivided as authorized by and in accordance with the law and the Land Conservation Contract Regulations in effect at the time of the subdivision.

**11. LOT LINE ADJUSTMENT.** Lot line adjustments are only permitted as authorized by law and in accordance with the Land Conservation Contract Regulations in effect at the time of the proposed lot line adjustment.

**12. EMINENT DOMAIN.** If the Property is subject to condemnation by eminent domain, is acquired by eminent domain, or is acquired in lieu of eminent domain as provided in Government Code section 51295, the status of the Reentered Contract and the obligations of the parties shall be governed by Government Code section 51295 and all other applicable laws.

**13. WARRANTY OF OWNERSHIP OF PROPERTY AND AUTHORITY TO CONTRACT.** Each person or entity signing this Reentered Contract represents and warrants that: (1) he/she/it is authorized to enter into this Reentered Contract and has the legal right and ability to bind the Property; and (2) that any and all parties with rights, title or interest in the Property affecting the surface are aware of and have agreed to the terms of this Reentered Contract and have executed this Reentered Contract as Owners. All persons executing this Reentered Contract as an officer or representative of an entity shall include their title with their signature.

**14. INDEMNIFICATION.** Owners shall be jointly and severally liable for, and shall indemnify, defend and hold the County, its employees, officers and agents harmless against any and all claims, losses, expenses or liability arising from this Reentered Contract, including but not limited to the failure or alleged failure of this Reentered Contract to bind or restrict the Property, claims made by the California Department of Conservation and/or claims arising out of the termination or attempted termination of this Reentered Contract.

**15. ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.** This Reentered Contract constitutes the entire agreement of the parties with respect to the matters referred to

herein. There are no agreements outside this written integration. This Reentered Contract may not be modified by any party by oral representations made before or after the execution of this Reentered Contract. All modifications must be in writing and signed by all parties. If any provision herein is invalid, it shall be considered deleted, and shall not invalidate the remaining provisions.

**16. COSTS AND FEES.** Owner shall pay to the County the fees and costs incurred by the County and its agents in administering and enforcing the Reentered Contract. Reimbursable costs include, but are not limited to, costs incurred in reviewing and/or processing changes to the Reentered Contract, monitoring compliance with the contract terms, enforcing contract terms and any costs arising out of the application for, processing and conducting proceedings to terminate or cancel the Reentered Contract regardless of whether the Reentered Contract is ultimately terminated or cancelled. The costs charged shall not exceed the reasonable costs of services provided by the County.

**17. RULES OF CONSTRUCTION.** All references to statutes, ordinances, or the Solano County Uniform Rules shall include any subsequent amendments thereto. In the event of conflict, to the extent that state statutory language is mandatory in nature, it shall govern. The general rules of construction in the event of any ambiguity or conflict shall be that construction most consistent with the purposes of the Williamson Act and the Solano County Uniform Rules. Both the Owner and the County intend the terms, conditions, and restrictions of this Reentered Contract be substantially similar to, or more restrictive than contracts authorized by the Williamson Act.

**18. WAIVER.** The waiver by one party of the performance of any term or condition of this Reentered Contract shall not be considered a waiver of any other terms or conditions or the future performance of the same term. The waiver of a breach of any term of this Reentered Contract by any party shall not be construed to be a waiver of any succeeding breach of the same or other terms of this Reentered Contract.

**19. NOTICES.** All notices required by this Reentered Contract, including a Notice of Non-Renewal, shall be given by registered United States mail, postage prepaid and addressed as follows:

TO OWNER(S):

Solano Land Trust

198 Dobbins St. Suite A

Vacaville, CA 95688

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TO THE COUNTY:

Clerk of the Board, County of Solano  
County Administration Center  
675 Texas Street, Suite 6500  
Fairfield, California 94533

Either party may designate a different address by giving written notice as set forth above. Requests for information pursuant to Sections 5 and 6 of this Reentered Contract may be provided to the Owner at the above address by regular United States mail; the address to which the response to the County must be sent will be provided in the request for information.

**20. SIGNATURE IN COUNTERPARTS.** This Reentered Contract may be executed in counterparts by all parties.

COUNTY OF SOLANO

\_\_\_\_\_  
Chair, Board of Supervisors

ATTEST:

BILL EMLLEN, Clerk of the Board

By: \_\_\_\_\_  
Alicia Draves, Chief Deputy Clerk

OWNER(S):

LAND TRUST:

Solano Land Trust,  
a California nonprofit organization

By: Nicole Braddock  
Name: Nicole Braddock  
Title: Executive Director

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Solano

On December 23, 2024 before me, Melissa A Smith, Notary Public,  
(here insert name and title of the officer)

personally appeared Nicole Braddock,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),  
or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature





Exhibit "A"

Legal Description

Adjusted Solano Land Trust Parcel One

All that real property situate in the County of Solano, State of California being all of Parcel One described in the Certificate of Compliance filed for record as Document Number 1994-69847, Solano County Records, and a portion of Parcel Three described in the Quitclaim Deed filed for record as Document Number 2019-66163, Solano County Records, more particularly described as follows:

Beginning at a point on the Napa / Solano County Line identified as "SN36" in Book 17 of Surveys, at Page 17, Solano County Records; thence along said County Line, North 73°23'35" East, 1966.50 feet; thence North 37°19'36" West, 949.60 feet; thence leaving said County Line, South 88°30'33" East, 1839.96; thence North 27°44'06" East, 2632.26 feet to an exterior boundary line of the parcel of land conveyed in the Deed to Tri-County Development Company, a general partnership, recorded December 15, 1983, Book 1983, Page 105176, Solano County Records; thence along said exterior boundary lines as follows: South 61°38'13" East, 373.72 feet to a 1/2" rebar as shown on said map at the Southwest corner of said Parcel Three; thence along the Southwesterly line of said Parcel Three South 61°40'09" East, 1485.22 feet; thence leaving said Southwesterly line, North 65°08'07" East, 450.04 feet; thence South 46°32'05" East, 544.58 feet; thence South 54°46'46" East, 222.39 feet; thence South 64°26'52" East, 242.33 feet; thence South 66°16'51" East, 53.29 feet; thence South 52°12'28" East, 27.77 feet; thence South 30°16'31" East, 87.29 feet; thence South 23°50'40" West, 157.97 feet to said Southwesterly line, and the exterior boundary of said 1983 O.R. 105176; thence along said exterior boundary South 61°40'09" East, 5014.48 feet; thence South 66°57'23" West, 667.51 feet; thence South 77°04'26" West, 267.70 feet; thence North 44°39'00" West, 947.39 feet; thence South 68°20'00" West, 887.86 feet; thence South 66°05'59" East, 88.60 feet; thence South 58°34'00" East, 86.93 feet; thence South 54°49'51" East, 105.95 feet; thence South 05°47'46" East, 80.62 feet; thence South 14°26'55" East, 75.03 feet; thence South 16°15'05" East, 84.76 feet; thence South 16°15'02" East, 63.57 feet; thence South 16°45'44" East, 52.81 feet; thence South 58°33'59" East, 86.93 feet; thence South 56°05'48" East, 85.44 feet; thence South 64°56'56" East, 63.14 feet; thence South 72°08'53" East, 43.60 feet; thence South 80°32'24" East, 42.43 feet; thence South 35°31'49" East, 59.98 feet; thence South 53°42'14" West, 421.93 feet; thence South 46°30'31" West, 1087.66 feet; thence North 48°31'02" West, 800.00 feet; thence South 41°28'58" West, 544.76 feet; thence South 76°15'44" West, 220.19 feet; thence South 54°26'42" West, 980.13 feet; thence South 21°27'38" West, 926.73 feet; thence North 74°38'43" West, 1104.93 feet; thence North 72°36'06" West, 1991.39 feet; thence North 01°54'32" East, 40.26 feet; thence leaving said exterior boundary line and running along the exterior boundary of the parcel of land conveyed in the Deed to Tri-County Development Company, a general partnership, recorded January 5, 1984, Book 1984, Page 1037, Solano County Records, North 51°35'07" West, 497.00 feet; thence leaving last said exterior boundary line North 00°45'11" West, 1562.45 feet; thence North 80°01'09" West, 3191.90 feet to the point of beginning.

Containing 799.45 acres

APN 0180-040-040

APN 0180-040-050



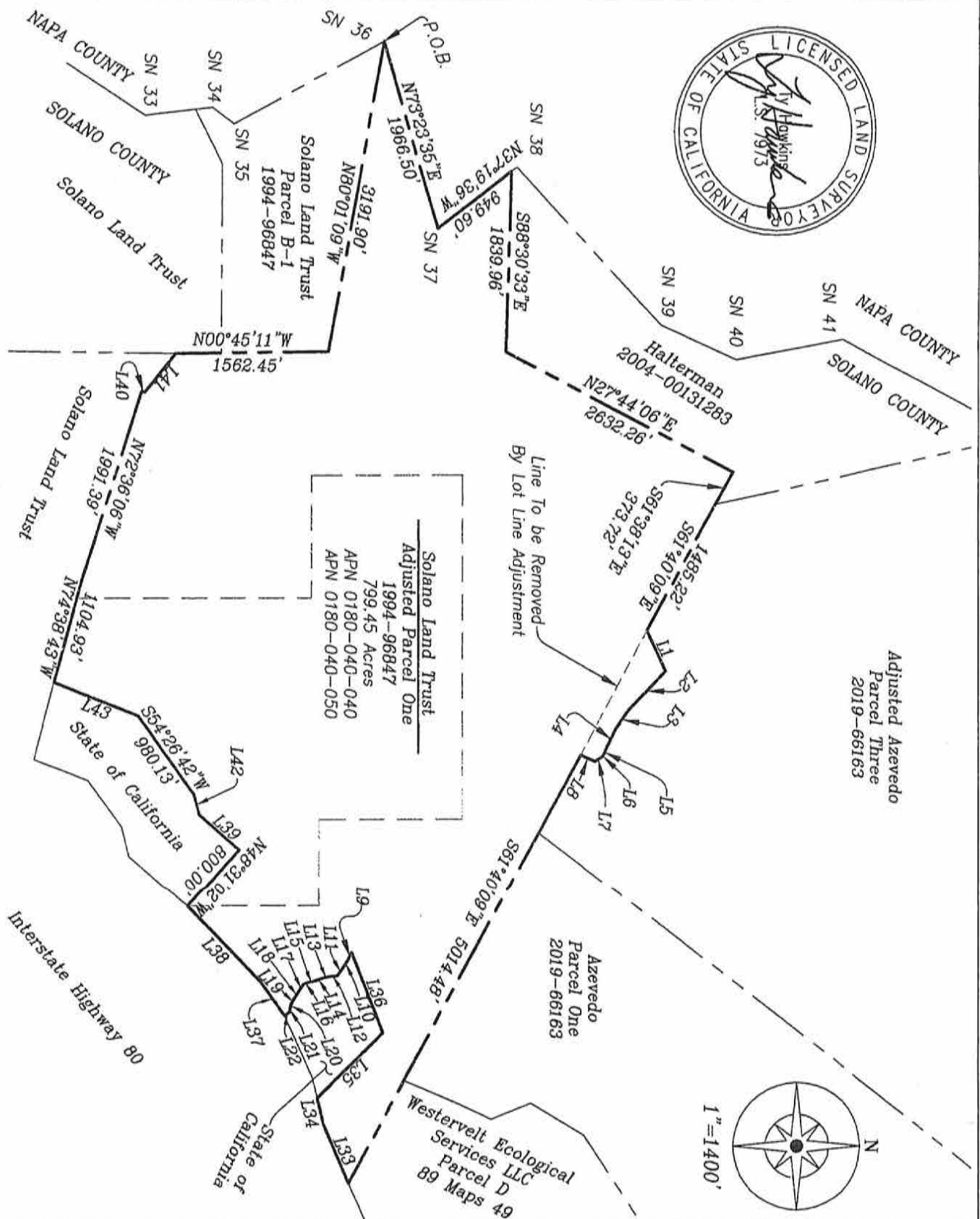


Exhibit B  
Plat To Accompany  
Legal Description  
Adjusted Solano Land Trust  
Parcel One  
Solano County California

Date:04/02/2024	Scale: 1"=1400'
Job #:21022	
	Sheet 1
	of 2



# Exhibit C

## Exhibit C

Existing Contracts		Reentered Contracts				
APN	Assessee	Previous Size	Adjusted Size	Net Change	Existing WA Contract No.	Reentered WA Contract No.
0148-260-050	Ramirez	41.49 Ac.	---	No Change	1078	1078
0148-260-060	Ramirez	1.58 Ac.	---	No Change	1078	1078
0180-020-050	Azevedo et al.	380.86 Ac.	---	No Change	559	1389
0180-030-020	Azevedo et al.	51.37 Ac.	---	No Change	1014	1384
0180-030-030	Azevedo et al.	0.85 Ac.	---	No Change	1078	1384
0180-030-050	Azevedo et al.	668.04 Ac.	660.59 Ac.	-7.45 Ac.	559	1384
0180-040-040	Solano Land Trust	545.00 Ac.	552.45 Ac.	+7.45 Ac.	1292	1383
0180-040-050	Solano Land Trust	247.00 Ac.	---	No Change	1292	1383
0180-050-050	Solano Land Trust	84.00 Ac.	---	No Change	1292	1390